FOR ARGUMENT

No. 87-1055

Supreme Court, U.S.
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DEC 1 1988
JOSEPH F. SPANIOL, JR.
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IN THE

Supreme Court of the United States

OCTOBER TERM, 1987

LODGING

ELSIA CHAN, *et al.*,

Petitioners,

v.

KOREAN AIR LINES CO., LTD.,

Respondent.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE DISTRICT OF COLUMBIA CIRCUIT

SUPPLEMENTAL BRIEF FOR RESPONDENT

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SUPPLEMENTAL BRIEF FOR RESPONDENT

Respondent KOREAN AIR LINES CO., LTD. (KAL) submits this Supplemental Brief because it has been brought to the attention of KAL that the reproduction of the Montreal Advice on page 14a of the Appendix to the Brief for Respondent may not be in 10 point modern type size possibly due to the photographic process. Accordingly, KAL submits this Supplemental Brief to enclose the following original Montreal Advice printed in 10 point modern type size:

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of KOREAN AIR LINES CO., LTD. and certain other carriers parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed U.S. $75,000, or its equivalent per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers travelling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately U.S. $10,000 or U.S. $20,000, or its equivalent.

The names of carriers parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representative. NOTE: The limit of liability of U.S. $75,000, or its equivalent above is inclusive of Legal Fees and Costs except that in case of a claim brought in a State where provision is made for separate award of Legal Fees and Costs, the limit shall be the sum of U.S. $58,000, or its equivalent exclusive of Legal Fees and Costs.

Respectfully submitted,

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